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October 16, 2003

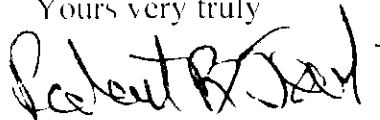
**VIA HAND DELIVERY**

Ms. Marlene H. Dortch  
Secretary  
Federal Communications Commission  
The Portals II  
445 -- 12<sup>th</sup> Street, S.W.  
Room 1W-A325  
Washington, D.C. 20554

Dear Ms. Dortch:

On behalf of Mt. Wilson FM Broadcasters, Inc., there are herewith an original and nine copies of its Reply to the University of Southern California Opposition to the Mt. Wilson Petition for Reconsideration of the Commission's Report and Order and Notice of Proposed Rulemaking pertaining to the 2002 Biennial Regulatory Review of the Broadcast Ownership Rules.

Yours very truly



Robert B. Jacobi

RBI:btc

Enclosures

cc: Lawrence Bernstein, Esq.  
Counsel for University of Southern California  
Gregory Masters, Esq.  
Counsel for Clear Channel

C. J. ?

BEFORE THE  
**Federal Communications Commission**

In the Matter of	)	
	)	
2002 Biennial Regulatory Review --	)	MB Docket 02-277
Review of the Commission's Broadcast	)	
Ownership Rules and Other Rules	)	
Adopted Pursuant to Section 202 of the	)	
Telecommunications Act of 1996	)	
	)	
Cross-Ownership of Broadcast Stations	)	MM Docket 01-235
and Newspapers	)	
	)	
Rules and Policies Concerning Multiple	)	MM Docket 01-317
Ownership of Radio Broadcast Stations	)	
in Local Markets	)	
	)	
Definition of Radio Markets	)	MM Docket 00-244
	)	
Definition of Radio Markets for Areas Not	)	MB Docket 03-130
Located in an Arbitron Survey Area	)	
	)	
To the Commission		

**RECEIVED**  
**OCT 16 2003**  
FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

**MT. WILSON REPLY TO UNIVERSITY OF SOUTHERN CALIFORNIA  
OPPOSITION**

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The University of Southern California, licensee of noncommercial station KUSC, Los Angeles, California (hereinafter "KUSC") filed an Opposition to the Mt. Wilson FM Broadcasters, Inc. (hereinafter "Mt. Wilson") Petition for Reconsideration in the above-referenced proceeding. Mt. Wilson, by and through counsel, respectfully submits its Reply to the KUSC Opposition.

I. A primary argument advanced by KUSC is that the Representation Agreement between KUSC and Clear Channel should not be equated with a Joint Sales

Agreement. The KUSC/Clear Channel Representation Agreement contains the following provisions:

a. Paragraph 2 – “USC hereby engages Clear Channel as the Station’s exclusive Southern California representative for the solicitation of funding support and for the collection of funds associated therewith (“Station Underwriting”).”,

b. Paragraph 4 references the payment of commissions due Clear Channel for soliciting Station Underwriting and, further, provides that all collections to which Clear Channel is entitled to a fee “ shall be deposited into an account maintained by Clear Channel . . .”,

c. Paragraph 5 provides that Clear Channel will undertake the billing responsibility for the Station Underwriters,

d. Paragraph 6 provides information as to the payment of the Commission fees to Clear Channel,

e. Paragraph 8 states that “Clear Channel and the Stations will set quarterly and annual projections that include dollar amounts, unit rates, target accounts, and target categories of underwriters to pursue” and, further, that “Clear Channel will provide Business Activity Reports to the Stations. . . .”;

f. Paragraph 13 states “Nothing in this Agreement restricts Clear Channel from engaging in any other business activities, including soliciting underwriting for other non-commercial radio stations and selling time for broadcast on

commercial radio stations.” A complete copy of the KUSC/Clear Channel Representation Agreement is attached as Appendix A.<sup>1</sup>

2 Note 2(k) to Section 73.3555 of the new multiple ownership rules defines a Joint Sales Agreement as follows:

“Joint Sales Agreement is an Agreement with a licensee of a “brokered station” that authorizes a “broker” to sell advertising time for the “brokered station.”

Irrespective of the title given to the Agreement, the nature of the Agreement is the relevant consideration. The Agreement provides that Clear Channel is the exclusive representative for the “solicitation of funding support” (Para. 2) in return for which Clear Channel receives commissions (Para. 6). That in itself substantively equates the Clear Channel/KUSC Representation Agreement (Underwriting Agreement or any other titled document which authorizes a broker to solicit funding) with the Commission definition of a Joint Sales Agreement. The Representation Agreement clauses to the effect that collections will be deposited in a Clear Channel account (Para. 4), that billing will be undertaken solely by Clear Channel (Para. 5), that provides Clear Channel with an equal voice in establishing quarterly projections (including rates, Para. 8) confirms and

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<sup>1</sup> A copy of the Representation Agreement was obtained from the KUSC public file. A transmittal letter dated August 19, 2003 addressed to the FCC from KUSC counsel evidences the filing of the Representation Agreement with the Commission. While KUSC states that the filing of the Agreement was not required (p. 2, n 2), it is to be noted that the filing of the Agreement reflects a decision mutually agreed to by both KUSC and Clear Channel (see Para. 11 of the Representation Agreement). The decision to file the Agreement evidences the joint recognition of the parties that the document was in fact more than just a standard “Rep. Agreement.”

solidifies the reasonable conclusion equating the KUSC/Clear Channel Agreement with a Joint Sales Agreement. KUSC's emphasis on title nomenclature is irrelevant.<sup>2/</sup>

3       The second primary KUSC argument focuses on "negative" aspects in support of its contention that the Representation Agreement is not a Joint Sales Agreement - specifically, factors which are not included in the Representation Agreement. Assuming arguendo the validity of such "negative approach," the absence of certain factors does not detract from or in any way diminish those factors which are affirmatively included in the Representation Agreement and which substantively equates the Representation Agreement to the FCC definition of a Joint Sales Agreement. The core of the KUSC "negative approach" asserts (Opposition, p. 5) that "There is no 'joint selling' under the Rep Agreement" and that "Clear Channel does not 'sell' KUSC underwriting announcements in combination with any of its own stations . ." Irrespective of the KUSC pleading assertion, the Representation Agreement does not contain any such prohibitions. Paragraph 2 of the Representation Agreement reflects only that Clear Channel is engaged "for the solicitation of funding ." Paragraph 13 of the Representation Agreement affirmatively affords Clear Channel a "free hand." Contrary to the unilateral pleading assertions, there is absolutely nothing in the Representation Agreement which prohibits or restricts Clear Channel from "joint selling" or "selling" KUSC in combination with any of its own stations. As to whether Clear Channel would

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<sup>2/</sup> KUSC devotes a considerable amount of verbiage to Mt Wilson's reliance on newspaper sources. In fact, the newspaper articles accurately reflect the more significant terms of the Representation Agreement. Although KUSC admonishes Mt. Wilson for its reliance upon newspaper sources, it imputes a "motive" for the

engage in joint selling or “sell” KUSC in combination with other Clear Channel stations, the succinct answer is that Clear Channel does whatever is in the best interest of Clear Channel. The public record speaks for itself.

The thrust of the new rules is to preserve competition – a problem arising from the unanticipated level of consolidation (of which Clear Channel is the shining example). The Report and Order (18 F.C.C. Red. 13620 (2003)) in this proceeding recognized that noncommercial stations are a competitive factor in the market (Report and Order, Paras 241, 280, 287, 295). Underlying the Commission recognition that noncommercial stations are a competitive factor is the ultimate Commission objective – the preservation of competition, which specifically includes limits on local radio ownership (Report and Order, Para. 246).<sup>3</sup> Under the existing rules, a commercial entity could have unlimited arrangements with noncommercial stations in the form of Time Brokerage Agreements, Local Market Agreements and Joint Sales Agreements. The logical consequence of the existing and new rules permits a commercial entity to effectively circumvent the goal of preserving competition and to have attributable interest in excess of the numerical limits imposed by the Commission rules. The “Brokers” (the Clear Channels of the world) can

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Cont’d.

filing of the Mt Wilson Petition based entirely on a newspaper source (Opposition, p. 2, n.7) – which is wholly irrelevant to this proceeding.

<sup>3</sup> “Limits on local radio ownership promote competition in the radio listening market by assuring that numerous rivals are contending for the attention of listeners.”

<sup>4</sup> 17 F.C.C. P.D. Reply to Opposition to California Opposition to Mt Wilson Petition for Record.doc

and will use their relationship with noncommercial stations to adversely affect other competing commercial radio stations. For example:

- a. A "Broker" owning/operating an Hispanic oriented station in the market could divert potential advertising revenue from a competing commercial Hispanic-oriented station to the noncommercial entity – to the benefit of the "Broker's" Hispanic-oriented station.
- b. The Broker can offer discounts on the numerous other Broker stations in return for the advertiser/underwriter purchasing underwriting on a noncommercial station. The Broker's discount (in terms of revenue to the Broker) would be offset by the commission the Broker receives from the noncommercial station for "soliciting funds."

Nothing in the Representation Agreement prohibits Clear Channel from exploiting its position as the exclusive representative for soliciting funds to the benefit of Clear Channel. Permitting a commercial entity to enter into Joint Sales Agreements, Time Brokerage Agreements, Local Market Agreements with noncommercial stations (wherein such agreements are not counted as cognizable attributable interests for the purpose of determining compliance with the multiple ownership rules) is a "loophole," the effect of which provides commercial entities with unlimited leverage vis-a-vis other commercial stations in the market. The consequence of not revising the rules will be less rivals, less competition. The Commission's decision, Para. 278, referenced "safeguards" to avoid manipulation. Revising the rules to include noncommercial stations in determining commercial station compliance is consistent with the intent of the new Multiple Ownership Rules and provides a "safeguard" to avoid manipulation.

The Mt. Wilson proposal pertains solely to meaningful limits on local radio ownership. The Mt. Wilson proposal is not intended to ban Joint Sales Agreements, Time Brokerage Agreements, or Local Market Agreements between commercial and noncommercial entities, but only to count such interests in determining compliance with the radio multiple ownership rules. KUSC's role as a "stalking house" for Clear Channel does not comport with its self-serving reputation (Opposition, p. 7) as "one of America's premiere public radio stations."<sup>4</sup>

Respectfully submitted,



Robert B. Jacobi  
Cohn and Marks  
1920 N Street, N.W.  
Suite 300  
Washington, DC 20036  
(202) 293-3860

Counsel for Mt. Wilson FM Broadcasters, Inc.

Date: October 16, 2003

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<sup>4</sup> The University of Southern California is one of the more successful fundraiser universities in the United States and should not be confused with the "struggling public broadcasting stations" referenced at page 7 of the KUSC Opposition. It should be noted that the University of Southern California received \$582.2 million from alumni "giving" in 2002 (more than Harvard, Stanford, Cornell, University of Pennsylvania, Johns Hopkins, University of Wisconsin, University of California, among others (RAND's Council for Aid to Education)). It is respectfully suggested that KUSC efforts directed toward achieving a larger share of alumni "giving" would be far more productive than entering into a Joint Sales (Representation) Agreement with Clear Channel. Clear Channel, of course, could also be a direct benefactor to KUSC - thereby avoiding the possibility of violating the radio multiple ownership rules.

1 - 12 - U.S. FD Reply to Univ. of So. California Opposition to Mt. Wilson Petition v.3 Revised.doc



KUSC/CLEAR CHANNEL REPRESENTATION  
AGREEMENT

LAW OFFICES  
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WASHINGTON, D C 20036

**PUBLIC FILE  
COPY**

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(202) 296-1800  
FACSIMILE  
(202) 331-9306

August 19, 2003

OF COUNSEL TO  
CONLON, FRANTZ,  
PHELAN & PIRES  
lawberns@erols.com

**Marlene H. Dortch**  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW  
Washington, D.C. 20554

Ownership Section  
Media Bureau

Re: **Station KUSC(FM), Los Angeles, CA**  
Fac. ID No.: 69318 FRN: 0004-5127-78  
Broadcast-Related Contracts

Madame Secretary:

Transmitted herewith, on behalf of the University of Southern California, licensee of Station KUSC, are documents to be associated with the station's ownership file.

Kindly direct any questions concerning this matter to the undersigned.

Respectfully submitted,

**THE UNIVERSITY OF SOUTHERN  
CALIFORNIA**

By: \_\_\_\_\_

  
Lawrence Bernstein

Its Attorney

Encl.  
cc: KUSC Public File

## REPRESENTATION AGREEMENT

THIS REPRESENTATION AGREEMENT (this "Agreement") is made as of \_\_\_\_\_, 2003 between Clear Channel Broadcasting, Inc d/b/a Clear Channel Traffic Los Angeles ("Clear Channel") and the University of Southern California ("USC") with respect to KUSC Radio.

### Recitals

A. USC is licensed to operate the following non-commercial radio broadcast stations (the "Stations") pursuant to authorizations issued by Federal Communications Commission ("FCC"):

KUSC (FM), Los Angeles, California  
KCPB (FM), Thousand Oaks, California  
KFAC (FM), Santa Barbara, California  
KPSC (FM), Palm Springs, California

The Stations solicit funding support accompanied by on-air underwriter identification announcements.

B. Clear Channel is licensed to operate other radio stations in the markets in which the Stations are located and is familiar with non-commercial underwriting. USC desires to retain Clear Channel as its Southern California representative for the solicitation and collection of underwriting as set forth herein.

### Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged and confirmed, the parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement (the "Term") shall commence at 12:01 a.m. on the date hereof and shall expire at 11:59 p.m. on June 30, 2004 unless earlier terminated in accordance with the terms hereof or extended by mutual written agreement.

2. Representation. USC hereby engages Clear Channel as the Stations' exclusive Southern California representative for the solicitation of funding support accompanied by on-air underwriter identification announcements (other than underwriting provided by Arts & Culture organizations, Designated Underwriters (defined on *Exhibit A* attached hereto), and underwriting solicited by National Public Radio and included within the Classical Public Radio Network) and for the collection of funds associated therewith ("Station Underwriting"). During the Term, Clear Channel shall solicit and collect Station Underwriting consistent with customary practices of non-commercial radio stations

3     Announcements. USC shall broadcast Station Underwriting announcements on the Stations identifying underwriters consistent with its customary practices under Section 399B of the Communications Act of 1934, amended, and Section 73.503(d) of the FCC rules. All Station Underwriting announcements are subject to approval by USC following its customary policies. The Stations do not accept underwriting in the following categories: political, tobacco, gambling, and distilled spirits. The number of Station Underwriting announcements currently available for broadcast for all local and national underwriters on the Stations is set forth on *Exhibit B* attached hereto. USC shall give Clear Channel thirty (30) days prior written notice of any change of such availability. During the Term, USC shall refer to Clear Channel all potential Station Underwriters other than those excluded from Station Underwriting under Section 2.

4.     Collections. Agency commissions incurred by Clear Channel in soliciting Station Underwriting may be paid (or withheld by the agency) from funding associated therewith. All collections from Station Underwriters as to which Clear Channel is entitled to a fee under this Agreement, net of agency commissions ("Net Collections"), whether or not solicited or collected by Clear Channel, shall be deposited into an account maintained by Clear Channel and distributed as provided herein.

5.     Billing. Clear Channel will invoice sustaining Station Underwriters monthly based on the standard broadcast calendar. Station Underwriters whose schedules are less than one month in duration will be invoiced immediately after the completion of their broadcast schedule.

6.     Disbursements. As a fee for its solicitation and collection services under this Agreement, Clear Channel shall be paid a percentage of Net Collections as set forth on *Exhibit B* attached hereto, due upon each collection. Such fee shall apply to all Net Collections associated with Station Underwriting obtained during the Term whether or not collection occurs during the Term. On a monthly basis, within ten (10) business days after the end of each month during the Term, the Net Collection balance (after payment of such fee) shall be disbursed to USC either by electronic transfer or by Federal Express or a reputable one-day overnight courier service.

7.     Reports. At the time of each such monthly disbursement, Clear Channel shall provide USC a report showing Station Underwriting obtained and collected by Clear Channel during the prior month. USC shall have the right to inspect the books and records of Clear Channel with respect to Station Underwriting as reasonably necessary to confirm such reports and disbursements at reasonable times during normal business hours.

8.     Target Accounts. Clear Channel and the Stations will set quarterly and annual projections that include dollar amounts, unit rates, target accounts, and target categories of underwriters to pursue. Clear Channel will provide Business Activity Reports to the Stations twice monthly (on the 10<sup>th</sup> and 25<sup>th</sup> of each month during the Term) that describe the status of these efforts.

9.     Authority. Clear Channel and USC each represent and warrant to the other that it has the power and authority to execute, deliver and perform this Agreement, that it has duly authorized the execution, delivery and performance of this Agreement, and this Agreement is binding upon it, and that the execution, delivery, and performance by it of this Agreement does not conflict with any other agreement to which it is a party or by which it is bound.

10. **Termination.** This Agreement may be terminated as follows: (i) by Clear Channel by written notice to USC, if USC is in material breach or default hereunder and does not cure such breach or default within ten (10) business days of delivery by Clear Channel to USC of written notice thereof; or (ii) by USC by written notice to Clear Channel, if Clear Channel is in material breach or default hereunder and does not cure such breach or default within ten (10) business days of delivery by USC to Clear Channel of written notice thereof; or (iii) without cause by either party by giving sixty (60) calendar days prior written notice to other.

11. **Confidentiality.** Each party shall keep confidential the terms of this Agreement and any confidential information of the other party received by it in connection with this Agreement, except that each party may make a mutually satisfactory announcement that this Agreement has been entered into, upon mutual agreement each party may publicize the representation engagement provided by this Agreement, and each party may make such disclosures as are reasonably necessary to perform its obligations or exercise its rights under this Agreement or as may be required by applicable law. All materials shall be agreed to in advance by the other party. 12. **Notices.** All notices in connection with this Agreement shall be in writing and shall be delivered by hand, by Federal Express or other reputable overnight courier service, or by facsimile, and shall be deemed to have been delivered on the day of personal delivery, delivery by such overnight courier, or transmittal by facsimile, addressed as follows (or to such other address as any party may request by written notice):

if to Clear Channel

Clear Channel Traffic Los Angeles  
3400 Riverside Drive, Suite 800  
Burbank, California 91505  
Attention: Market Manager  
Facsimile: 818.295.6466

with a copy to:

Clear Channel Broadcasting, Inc.  
200 E. Fasse Road  
San Antonio, Texas 78209  
Attention: General Counsel  
Facsimile: 210.832.3428

if to USC:

KUSC(FM) Radio  
515 S. Figueroa Street, Suite 2050  
Los Angeles, California 90071  
Attention: General Manager  
Facsimile: 213.225.7531

13. **Miscellaneous.** This Agreement may be executed in separate counterparts, each of which shall constitute an original and all of which together shall constitute a single agreement. Neither party may assign this Agreement. This Agreement does not create a partnership, agency, or joint venture between the parties, and neither party has authority to bind the other. Except for the representation expressly set forth in this Agreement, neither party is authorized to act on behalf of or represent the other party. This Agreement shall be construed in accordance with the laws of the State of California, without regard to principles of conflicts of laws. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and supercedes any other agreements or understandings between them with respect thereto. This

Agreement may be amended only in a writing signed by the parties, and no waiver of any rights or obligations hereunder is effective unless in writing signed by the party claimed to have given the waiver. Nothing in this Agreement restricts Clear Channel from engaging in any other business activities, including soliciting underwriting for other non-commercial radio stations and selling time for broadcast on commercial radio stations. The provisions of Sections 4 and 5 (with respect to fees due Clear Channel based upon Station Underwriting obtained during the Term) and Section 10 (with respect to confidentiality) shall survive any expiration or termination of this Agreement.

14. Music Education Project. During the Term, the parties will cooperate on at least one project that supports music education in schools

12066043

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO REPRESENTATION AGREEMENT**

IN WITNESS WHEREOF, the parties have duly executed this Representation Agreement  
as of the date first written above.

**CLEAR CHANNEL BROADCASTING, INC**

By: \_\_\_\_\_  
Name:  
Title:

**UNIVERSITY OF SOUTHERN CALIFORNIA**

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit A****Existing Underwriters**

Designated with an asterisk below are the Stations' existing underwriters (the "Existing Underwriters"). The others listed below are prospective underwriters that have been solicited by the Stations or their agencies prior to the date of this Agreement ("Designated Prospects"). Existing Underwriters and Designated Prospects are referred to herein collectively as "Designated Underwriters."

**Underwriters solicited directly by KUSC:**

20<sup>th</sup> Century Fox\*  
Akamai Technologies\*  
Bank Leumi\*  
California Blue Shield  
Fine Line Cinema  
Good Samaritan Hospital\*  
New Line Cinema  
Paramount Pictures\*  
San Manuel Band of Mission Indians  
TIAA-CREF\*  
Wells Fargo Bank

**Underwriters solicited by agencies:****Agency**

Debut Marketing  
Grey Advertising  
Horizon Media  
Optimum Media  
Palisades Media  
Serino Coyne  
TBWA/Chiat  
Team One, Horizon Media  
Phelps Group

**Underwriter**

Sony Pictures Classics\*  
Southern California Edison\*, City National Bank\*  
Forest Lawn\*  
Universal Pictures\*  
Miramax Films\*  
Disney Musicals\*  
Focus Films\*  
Southern California Lexus Dealers Assn\*  
City of Hope\*



Exhibit B1. Announcements:

\*The number of Station Underwriting announcements currently available for broadcast on the Stations, each 15 seconds in length, is as follows:

<i>Day</i>	<i>Daypart</i>	<i>Announcements</i>
Monday through Friday	6:00 a.m. to 9:00 a.m.	4 per hour
	9:00 a.m. to 3:00 p.m.	3 per hour
	3:00 p.m. to 7:00 p.m.	5 per hour
	7:00 p.m. to 12:00 midnight	2 per hour
Saturday and Sunday	6:00 a.m. to 12:00 midnight	3 per hour

\*These announcements are available to local and national underwriters and non-profit organizations on an as available basis.

2. Fee:

As a fee for its solicitation and collection services under this Agreement, Clear Channel shall be paid a percentage of Net Collections as follows, which Clear Channel may retain from Net Collections:

- (i) 15% of all collections consisting of Renewed Funding (defined below), plus
- (ii) 20% of all collections consisting of New Funding (defined below) up to \$1 million during the Term, plus
- (iii) 25% of all collections consisting of New Funding greater than \$1 million but less than \$2 million during the Term, plus
- (iv) 27.5% of all collections consisting of New Funding greater than \$2 million during the Term.

As used herein, (i) "Renewed Funding" means (A) at all times during the Term, Net Collections from Designated Prospects, *plus* (B) commencing January 1, 2004, Net Collections from Existing Underwriters, and (ii) "New Funding" means all other Net Collections.

August 1, 2003

KUSC(FM) Radio  
515 S. Figueroa Street, Suite 2050  
Los Angeles, California 90071  
Attention: General Manager

Re: *Representation Agreement (the "Rep Agreement") dated April 30, 2003 between Clear Channel Broadcasting, Inc. ("Clear Channel") and the University of Southern California ("USC") with respect to KUSC(FM), Los Angeles, California, KCPB(FM), Thousand Oaks, California, KFAC(FM), Santa Barbara, California and KPSC(FM), Palm Springs, California (the "Stations")*

Ladies and Gentlemen:

This supplement to the Rep Agreement confirms that the Term of the Rep Agreement (as defined in Section 1 thereof) commenced July 1, 2003. This also confirms that at all times during the Term, USC will maintain control over the Stations, including control over finances, personnel and programming. As provided by the Rep Agreement, all underwriting announcements are subject to USC approval, and Clear Channel's representation services involve solicitation and do not include authority to accept underwriting or otherwise bind USC or the Stations. Accordingly, the Rep Agreement complies with FCC rules and policies. This supplement may be signed in separate counterparts. Please sign below to confirm the foregoing.


Very truly yours,

CLEAR CHANNEL BROADCASTING, INC.

By: \_\_\_\_\_  
Name:  
Title:

Agreed:

UNIVERSITY OF SOUTHERN CALIFORNIA

By:   
Name: Dennis F. Dougherty  
Title: Senior Vice President, Administration

July 15, 2003

KUSC(FM) Radio  
515 S. Figueroa Street, Suite 2050  
Los Angeles, California 90071  
Attention: General Manager

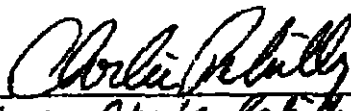
Re: *Representation Agreement (the "Rep Agreement") dated April 30, 2003 between Clear Channel Broadcasting, Inc. ("Clear Channel") and the University of Southern California ("USC") with respect to KUSC(FM), Los Angeles, California, KPFB(FM), Thousand Oaks, California, KFAC(FM), Santa Barbara, California and KPSC(FM), Palm Springs, California (the "Stations")*

Ladies and Gentlemen:

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Very truly yours,

CLEAR CHANNEL BROADCASTING, INC.

By:   
Name: Charlie Kahilly  
Title: SVP - West Coast

Agreed:

UNIVERSITY OF SOUTHERN CALIFORNIA

By: \_\_\_\_\_  
Name:  
Title:

12095404

**CERTIFICATE OF SERVICE**

I, Brenda Chapman, hereby certify that on this 16<sup>th</sup> day of October, 2003,  
a copy of the foregoing "Mt. Wilson Reply to University of Southern California  
Opposition" was mailed via first-class U S mail, postage prepaid to the following.

Lawrence Bernstein, Esq  
1818 N Street, N W.  
Suite 700  
Washington, D C 20036

Gregory Masters, Esq  
Wiley, Rein & Fielding, LLP  
1776 K Street, N W  
Washington, D C. 20006

A handwritten signature in black ink that reads "Brenda Chapman". The signature is written in a cursive style and is underlined with a single horizontal line.